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THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

HONG LU,

Plaintiff,

v.

SHENG KEE OF CALIFORNIA, INC. d/b/a
SHENG KEE BAKERY AND CAFÉ, and
KARL WEN,
Defendants.

) Case No. C 05 2978-EDL

)
) ORDER OF DISMISSAL WITH
) CONTINUING JURISDICTION

WHEREAS, Plaintiff filed this lawsuit on September 20, 2005, alleging discrimination, including harassment, on the basis of race and national origin in violation of the Civil Rights Act of 1866, 42 U.S.C. § 1981, as amended; discrimination, including harassment, on the basis of national origin, language, and sex, and failure to prevent or remedy discrimination or harassment in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended

1 (“Title VII”), and the Fair Employment and Housing Act, California Government Code § 12900
2 et seq. (“FEHA”); discrimination, including harassment, on the basis of age in violation of the
3 Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. (“ADEA”) and the FEHA; and
4 retaliation in violation of 42 U.S.C. § 1981, Title VII, ADEA, the FEHA, and various common
5 law claims;

6 WHEREAS, after extensive mediation and negotiation, the parties have reached a
7 resolution of all claims, which is memorialized in a settlement agreement;

8 WHEREAS, pursuant to the express terms of the above-described settlement agreement,
9 the parties have agreed that the Court will exercise its continuing jurisdiction over the Defendant
10 Sheng Kee Of California, Inc. d/b/a Sheng Kee Bakery And Café according to the terms
11 specified below;

12 WHEREAS, the agreement between the Plaintiff and the Defendants contains the
13 following provision regarding provision of training for employees:

14 Sheng Kee agrees to conduct training sessions on discrimination and harassment (in
15 appropriate languages spoken by 10 percent or more of the Sheng Kee workforce) for all
16 its supervisory employees. The sessions will be led by a qualified attorney from Minami,
17 Lew & Tamaki, LLP, or any other qualified attorney of Sheng Kee’s choice, and shall
18 address the applicable laws and regulations surrounding harassment and discrimination,
19 including, Title VII and the Fair Employment and Housing Act as well as applicable
20 company policies. Qualified attorney shall mean a member in good standing of the
21 California Bar who has knowledge of California and federal laws prohibiting unlawful
22 harassment, discrimination and retaliation and has at least 3 years of legal experience in
23 the areas of harassment, discrimination and retaliation. The training shall include written
24 materials (in appropriate languages spoken by 10 percent or more of the Sheng Kee
25 workforce), including, but not limited to, Sheng Kee’s personnel policies and complaint
26 procedure. The first three trainings shall last three hours and the remaining training shall
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1 last two hours and must be interactive, include hypothetical situations and allow for
2 questions from attendees. Prior to the commencement of the first training, LAS-ELC
3 shall have 15 days to review the training materials and offer comment. Defendants shall
4 make reasonable changes to the materials based on LAS-ELC's input. The first such
5 session shall occur within six months of the execution of this Agreement. The second
6 session shall occur by the end of 2008. The third session shall occur by the end of 2010.
7 The fourth session shall occur by the end of 2012. Sheng Kee shall maintain a list of
8 each employee that has attended the training and the length of their attendance and shall,
9 within two weeks of the completion of each training session, inform LAS-ELC by letter
10 that the training has been conducted and shall inform counsel as to the names of
11 employees trained at that session. In addition, for all new employees hired after
12 December 1, 2006, Sheng Kee shall provide to them, in an appropriate language, a
13 written one page summary of the company's policy on discrimination and harassment as
14 well as the company complaint procedure including phone numbers of the persons to
15 whom complaints may be directed. The employee shall be afforded time to review the
16 policy and ask any questions about it. The employee then shall initial each paragraph to
17 indicate he or she has reviewed it and shall be provided a copy of it. Prior to December
18 1, 2006, LAS-ELC shall have 15 days to review the written one page summary and offer
19 comment. Defendants shall make reasonable changes to the summary based on LAS-
20 ELC's input.
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24 WHEREAS, the agreement between the Plaintiff and the Defendants contains the
25 following provision regarding policy revisions:

26 Within ninety days of execution of this Agreement, Sheng Kee will revise its
27 discrimination and harassment policies to explain what constitutes discrimination and
28 harassment (including providing examples) and to provide a clear, coherent and detailed
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1 complaint procedure that allows an employee to bypass his or her manager and complain
2 to a corporate representative. Appropriate corporate designees to receive complaints
3 shall be listed by name and phone number in the policies. The policies also shall set forth
4 a detailed investigation procedure for complaints of harassment and discrimination
5 including designating who is charged with investigating such complaints and a
6 reasonable time frame during which such investigation should be completed. The LAS-
7 ELC shall be afforded an opportunity to review the policy revisions and offer comment.
8 Sheng Kee shall make reasonable changes to the materials based on LAS-ELC's input.
9 Once finalized, these policies shall be completely translated into Chinese (and any other
10 appropriate languages spoken by 10 percent or more of the Sheng Kee workforce) and
11 copies provided to all employees at Sheng Kee within ninety days.
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14 THEREFORE, this Court ORDERS as follows:

15 1. Consistent with the above-incorporated provisions, and without affecting the
16 finality of this Final Order of Dismissal, this Court shall retain continuing and exclusive
17 jurisdiction to enforce the training and policy provisions of the agreement and the authority to
18 make whatever orders are necessary to enforce compliance with said terms by the parties;

19 2. Plaintiffs' counsel may seek reasonable attorneys' fees and costs via fee petition
20 to this Court for any action taken to enforce compliance with said terms;
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1 3. As to all other matters not described above, this ORDER constitutes a Final Order
2 of Dismissal in this case.

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4 Dated: August 29, 2006

5 Patricia A. Shiu
6 Elizabeth Kristen
7 Sharon Terman
8 THE LEGAL AID SOCIETY
9 EMPLOYMENT LAW CENTER

10 By: /s/ Elizabeth Kristen
 Elizabeth Kristen

11 Attorney for Plaintiff
12 HONG LU

13 William Kwong
14 Ai Mori
15 MINAMI, LEW & TAMAKI, LLP

16
17 By: /s/ William Kwong

18 William Kwong

19 Attorney for Defendants
20 Sheng Kee Bakery & Café and Karl Wen

1 Pursuant to General Order No. 45 X. (B), I attest that concurrence in the filing of this document
2 has been obtained from Defendant's counsel.

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4 Dated: August 29, 2006

5 Patricia A. Shiu
6 Elizabeth Kristen
7 Sharon Terman
8 THE LEGAL AID SOCIETY
9 EMPLOYMENT LAW CENTER

10 By: /s/ Elizabeth Kristen
11 Elizabeth Kristen

12 Attorney for Plaintiff
13 HONG LU
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ORDER

IT IS SO ORDERED.

Dated: August 30, 2006

